

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JOHN X. ACOSTA AND INDIA WANEBO,

Plaintiffs,

-against-

THE CITY OF NEW YORK; NYPD LIEUTENANT SCHMIDT; NYPD OFFICER STEVEN HOLGUIN; NYPD CAPTAIN RONALD RAMOS; NYPD OFFICER JASON LOPEZ; NYPD OFFICER ORVIN FELICIANO; NYPD OFFICER IVAN LUGO; NYPD OFFICER FRANK GREEN; NYPD OFFICER KRISTOPHER ERICKSON; NYPD SERGEANT JOSEPH SPALDING; NYPD LIEUTENANT DAVID VASQUEZ; NYPD OFFICER PRINCE O'CONNOR; NYPD CAPTAIN HECTOR BARIAS; AND NYPD OFFICER SYLWIA NOACKI.,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT OF
ATTORNEY'S FEES,
EXPENSES, AND COSTS**

22-cv-0576 (FB) (JAM)

WHEREAS, plaintiffs John Acosta and India Wanebo (hereinafter "plaintiffs") commenced this action by filing a complaint on or about February 1, 2022, alleging that defendants City of New York, Lieutenant Christopher Schmidt, Officer Steven Holguin, Captain Ronald Ramos, Officer Jason Lopez, Officer Orvin Feliciano, Officer Ivan Lugo, Officer Frank Green, Officer Kristopher Erickson, Sergeant Joseph Spalding, Lieutenant David Vasquez, Officer Prince O'Connor, and Officer Sylwia Noacki violated their federal civil and state common law rights; and

WHEREAS, defendant City of New York served plaintiff Wanebo with an Offer of Judgment pursuant to Fed. R. Civ. P. 68 on September 26, 2023; and

WHEREAS, plaintiff Wanebo accepted defendant's Rule 68 Offer of Judgment on October 5, 2023; and

WHEREAS, defendant City of New York served plaintiff Acosta with an Offer of Judgment pursuant to Fed. R. Civ. P. 68 on September 26, 2023; and

WHEREAS, plaintiff Acosta accepted defendant's Rule 68 Offer of Judgment on October 5, 2023; and

WHEREAS, all defendants deny any and all liability arising out of plaintiffs' allegations; and

WHEREAS, plaintiff's counsel represents that plaintiffs' have assigned all of their rights to attorneys' fees, expenses, and costs to their counsel, the Law Offices of Cohen & Green, P.L.L.C., Gideon Orion Oliver, Esq., and Kaishian & Mortazavi, L.L.C. (hereinafter "plaintiff's counsel"); and

WHEREAS, counsel for defendants and counsel for plaintiffs now desire to resolve the issue of attorneys' fees, expenses, and costs without further proceedings;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for the respective parties to the above-captioned action, as follows:

1. Defendant City of New York hereby agrees to pay plaintiffs' counsel, Elena Cohen, Esq., the total sum of Thirty-Four Thousand (\$34,000.00) Dollars in full satisfaction of plaintiffs' claims for attorneys' fees, expenses, and costs. In consideration for the payment of Thirty-Four Thousand (\$34,000.00) Dollars, counsel for plaintiffs agrees to release and discharge defendants City of New York, Lieutenant Schmidt, Officer Holguin, Captain Ramos, Officer Lopez, Officer Feliciano, Officer Lugo, Officer Green, Officer Erickson, Sergeant Spalding, Lieutenant Vasquez, Officer O'Connor and Officer Noacki; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City

of New York or any entity represented by the Office of the Corporation Counsel, from any and all claims of attorneys' fees, expenses, and costs that were or could have been alleged in the aforementioned action.

2. Counsel for plaintiffs hereby agrees and represents that no other claims for attorneys' fees, expenses, or costs arising out of this action shall be made by or on behalf of plaintiffs in any application for attorneys' fees, expenses, or costs at any time.

3. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

4. This Stipulation and Order contains all the terms and conditions agreed upon by counsel for defendants and counsels for plaintiffs hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of attorneys' fees, expenses, or costs shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

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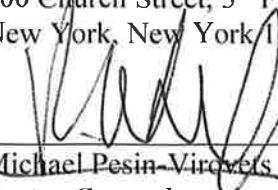
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By: 
Maryanne K. Kaishian
Attorney for Plaintiff

SO ORDERED:

Dated: New York, New York
March 25, 2024

HON. FREDERIC BLOCK
UNITED STATES DISTRICT JUDGE